

### ADDENDUM

This Addendum is entered into on the dates below written by and between Mark Carter and wife, Renee Carter (hereinafter referred to as Buyer) and Mr. and Mrs. Gregory Meyer (hereinafter referred to as Seller) and the parties agree as follows:

1. Buyer shall be entitled to lease the subject property from Seller for a period of one year from the date of execution of this agreement at a rental rate of \$1,500.00 per year. Buyer shall have the right to renew this lease for four additional one year terms at the same \$1,500.00 annual rental rate. Buyer shall notify Seller in writing at least 30 days in advance of the termination of each rental term of his intent to renew the lease for an additional one year term. If Buyer exercises his option to purchase the subject property then the total amount of lease payments paid to Seller during the lease terms shall be applied and credited towards the purchase price.

2. During the term of the lease described above or any other renewal or extension thereof, Buyer shall have the exclusive option to purchase the subject real property on the terms and conditions set forth in the purchase agreement to which this Addendum is attached. Buyer shall exercise this option to purchase by providing Seller and Seller's real estate broker/agent with written notification of his intent to exercise this option to purchase. The sale of the real property shall then close within sixty days of the date that Buyer gives Seller written notice of his intent to exercise this option to purchase. If Buyer chooses not to exercise this option to purchase, then he shall deliver written

MBC CRC

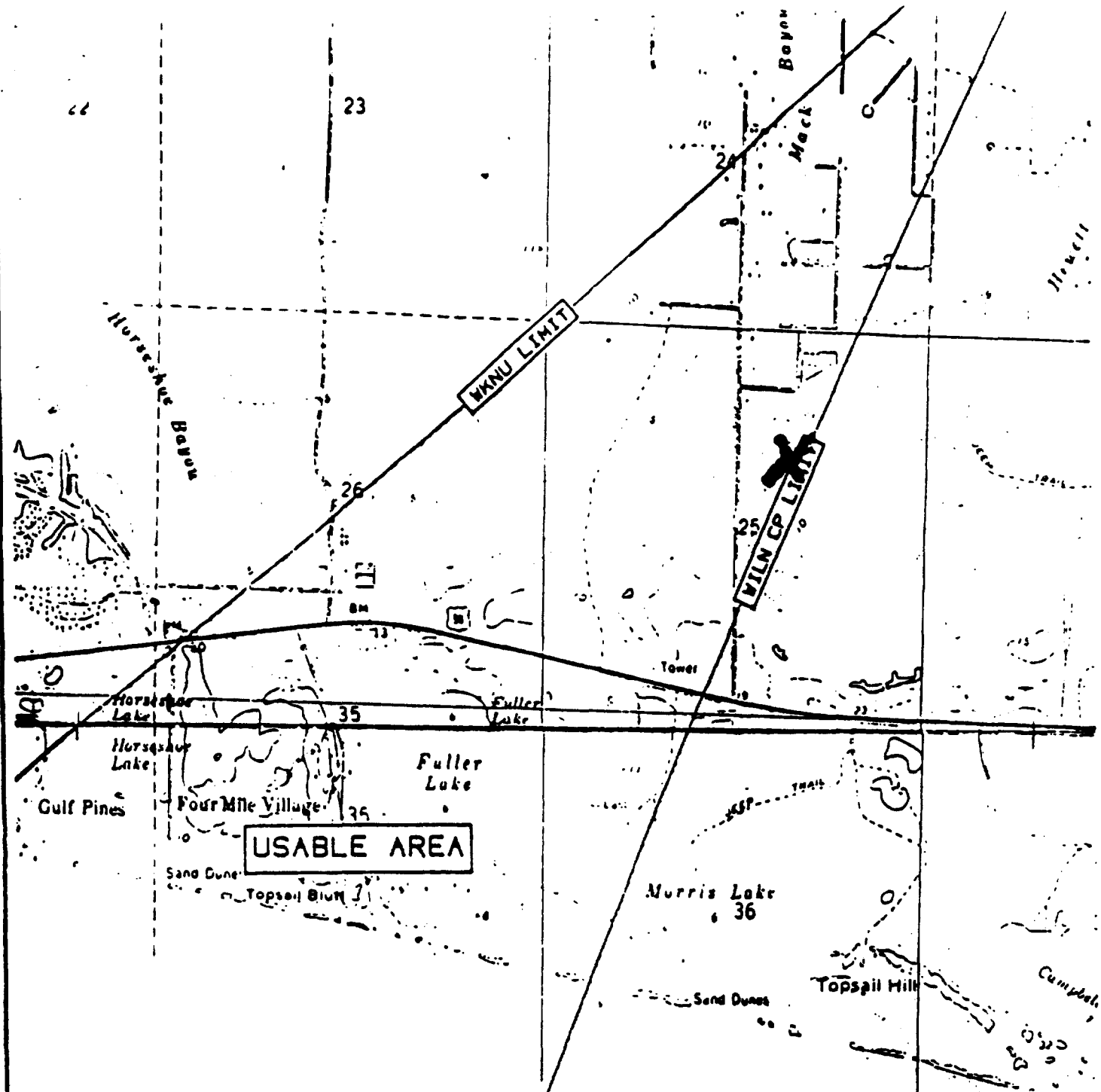
notice to Seller of his intent to not exercise this option and within 10 days of the date of said notice, Seller shall refund to Buyer all monies that Buyer has paid to Seller as and for rental payments.

3. The parties acknowledge that Buyers are planning on using the subject real property as a radio tower site and that Buyers anticipate requiring approximately 3.5 to 4 acres of land for this purpose. The \$80,400.00 purchase price is based upon Buyer purchasing four acres at \$20,100.00 per acre. If Buyers determine that they will not require the full four acres, then they shall be entitled to purchase less than the full four acres and the purchase price will be adjusted according to a formula of \$20,100.00 per one acre. In any event, Buyer shall not be entitled to purchase less than 3.5 acres.

4. The parties acknowledge that the subject real property is land locked and therefore, Seller shall provide Buyer with a 20 foot easement for ingress, egress and utilities along the north boundary line of lot 27. If Buyer exercises his option to purchase, then at closing this easement shall be granted to Buyer by the appropriate deed, easement or other instrument.

5. If Buyers receive final FCC approval to build a radio tower with FM frequency, then Buyers shall have 90 days from the FCC final order to exercise their option to purchase. Buyers agree that they shall not perform any construction upon the subject real property until such time as they exercise option to purchase and close the purchase of the property.

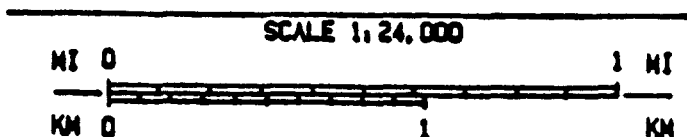
MAC JRC



### USABLE AREA CHANNEL 292

YELLOW BORDERED AREA IS USABLE AREA.

MAP IS A USGS 1:24,000 SCALE.



USABLE AREA STUDY  
MARK CARTER

CH 292A - 106.3 MHZ - 3 KW  
SANTA ROSA BEACH, FLORIDA

DECEMBER 1988

**BROMO COMMUNICATIONS, INC.**

P.O. BOX M  
ST. SIMONS ISLAND, GA 31522  
(912) 638-5608

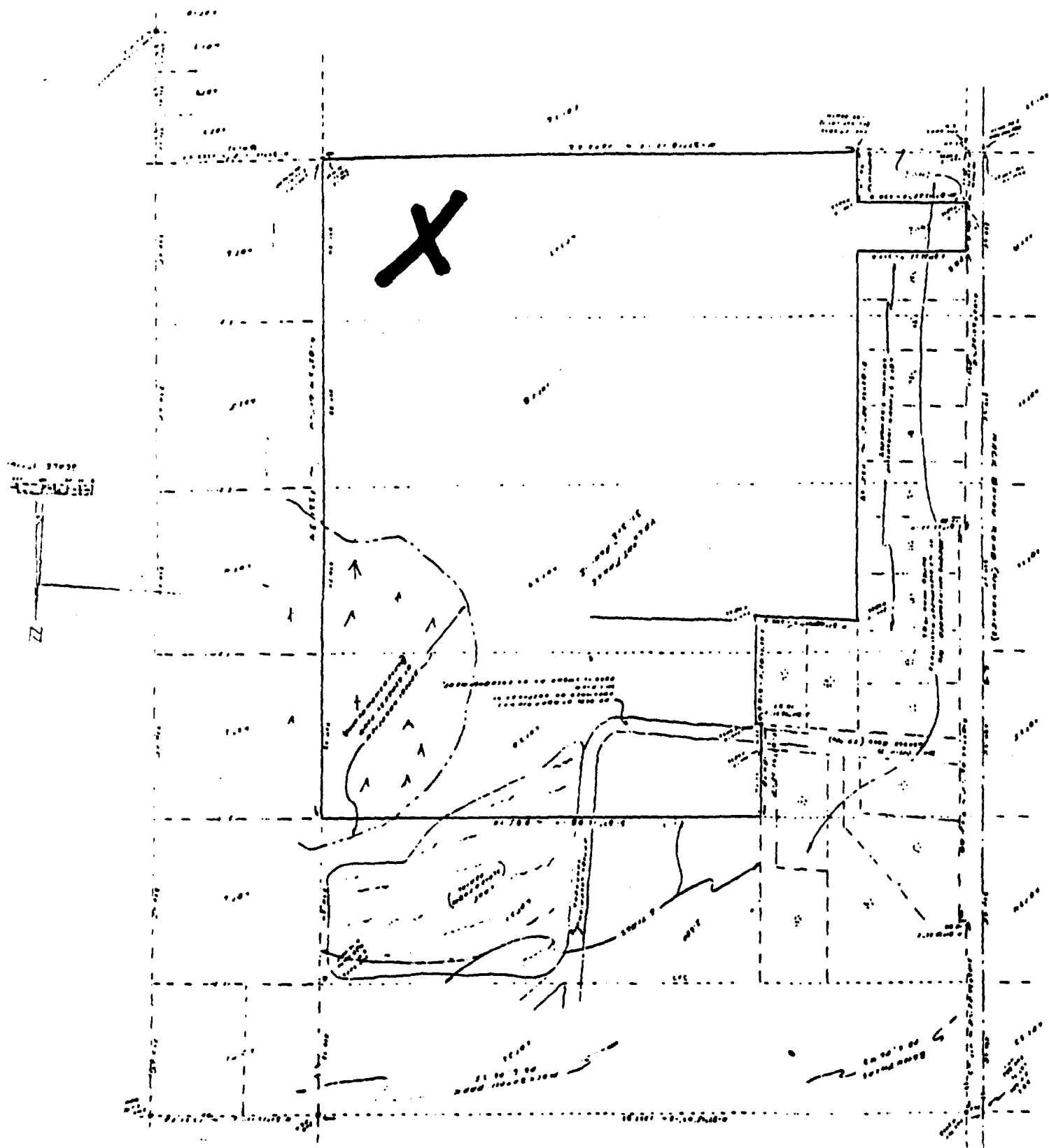


Exhibit 2

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**AMSouth**

December 12, 1991

Mr. Mark Carter  
Route 2 Box 2810  
Santa Rosa Beach, Florida 32459

Dear Mark:

This is to express my appreciation for the opportunity to meet with you and Renee' this morning to discuss possible financing needs for your radio station. Given your previous experience in the business, the Bank would be interested in discussing your banking needs further once a license has been obtained.

In the meantime, if you have any further questions or if I can be of assistance, please let me know.

Sincerely,,

  
Joe R. Miller  
Vice President

JRM/lw

AmSouth Bank of Florida  
3050 Highway 98  
Post Office Box 6099  
Destin, Florida 32541-6099  
(904) 837-2191

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**AmSouth**

July 23, 1993

Mr. and Mrs. Mark Carter  
Rt. 2, Box 2810  
Santa Rosa Beach, FL 32459

Dear Mr. and Mrs. Carter;

This letter will confirm that, based on discussions we had on December 12, 1991, AmSouth Bank of Florida was at that time, and continues to be, willing to make available, up to \$250,000.00 for the purpose of constructing and operating a new FM Radio Station at Miramar Beach, Florida. The proposed terms, which were based on our review of your FM application, your proposed \$250,000.00 budget, the bank's experience with you as customers, and your personal financial statements, were as follows:

Borrower:	Mark and Renee Carter, in their individual capacities.
Loan Amount:	Up to Two Hundred Fifty Thousand and No/100 Dollars (\$250,000).
Use of Proceeds:	Construction, operating, and other start up costs listed on your \$250,000 budget associated with the financing of an FM Radio Station in Miramar Beach, Florida.
Interest Rate:	AmSouth Bank of Florida Prime Commercial Rate, as defined in our loan documents, plus 2.5% with a 1.5% fee.
Repayment:	7 to 10 year term loan; interest only to be paid on the outstanding balance monthly for the first six months. Monthly principal payments of \$3,000.00 plus interest will begin six months after the loan is closed.

Mr. and Mrs. Mark Carter  
July 23, 1993  
Page 2

Security: First lien on equipment and 2nd Mortgage  
on real estate located at Mack Bayou Road

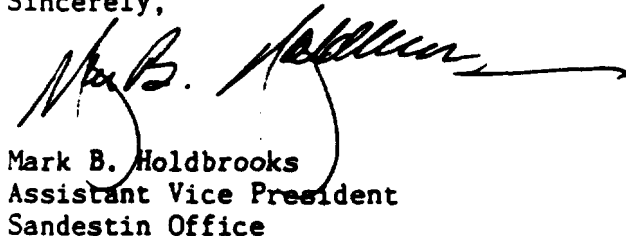
Guarantors: Mark and Renee Carter

As we discussed on December 12, 1991, our approval to advance the above described loan was expressly subject to the following conditions:

1. The filing of a formal loan application with our Bank.
2. Collateral values and appraisals satisfactory to our Bank.
3. Approval by the appropriate lending authorities of our Bank.
4. Financial information satisfactory to the Bank.

This letter is not to be construed as approval or commitment for the above loan; rather it indicates that, as of December 12, 1991, AmSouth Bank of Florida was willing to extend the above loan provided that the preceding conditions are met. In addition, AmSouth Bank of Florida continues to be willing to extend such loan on the same conditions, provided that there have been no material changes to the information you provided us with in December 1991.

Sincerely,

  
Mark B. Holdbrooks  
Assistant Vice President  
Sandestin Office



AmSouth Bank of Florida  
5050 Highway 98  
Post Office Box 6099  
Destin, Florida 32541-6099  
(904) 837-2191

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**AmSouth**

July 23, 1993

Mr. Mark Carter  
Rt. 2, Box 2810  
Santa Rosa Beach, FL 32459

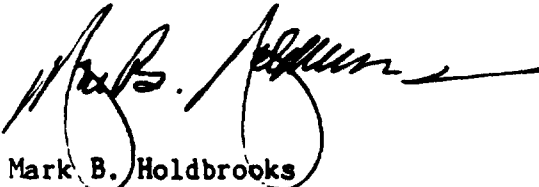
Dear Mark;

On December 12, 1991, Joe Miller and I met with you and your wife, Renee to discuss possible financing needs for your new radio station.

As you may be aware, Joe is no longer with AmSouth Bank of Florida. Therefore, Walter Givhan, our city president, and myself will be coordinating your financing needs.

We are looking forward to assisting you. Please let me know if you have any further questions or if I may be of further assistance, please call my office at (904) 833-8250.

Sincerely,



Mark B. Holdbrooks  
Assistant Vice President  
Sandestin Office

**CERTIFICATE OF SERVICE**

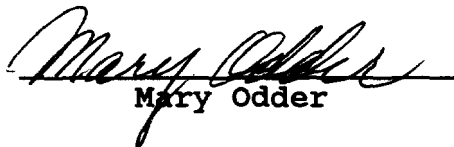
I, Mary Odder, a secretary with the law firm of Kaye, Scholer, Fierman, Hays & Handler, hereby certify that on this 11th day of August, 1993, have caused a copy of the foregoing "Erratum To Petition To Enlarge Issues" be hand-delivered or to be sent via first-class United States mail, postage prepaid, to the following:

Honorable John M. Frysiak\*  
Administrative Law Judge  
Federal Communications Commission  
2000 L Street, N.W.  
Room 223  
Washington, D.C. 20554

Paulette Laden, Esq.\*  
Hearing Branch, Enforcement Division  
Mass Media Bureau  
Federal Communications Commission  
2025 M Street, N.W.  
Room 7212  
Washington, D.C. 20554

Chief Counsel, AGC 230  
Federal Aviation Administration  
800 Independence Avenue, S.W.  
Washington, D.C. 20591

Frank J. Martin, Jr., Esq.\*  
Southerland, Asbill & Brennan  
1275 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004-2404  
Counsel for Mark and Renee Carter

  
Mary Odder

\*/ Via Hand-Delivery